

The Honorable S. Kate Vaughan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TSR LLC,

Plaintiff,

v.

WIZARDS OF THE COAST LLC,

Defendant.

No. 2:21-cv-01705-SKV

DEFENDANT'S ANSWER TO
PLAINTIFF'S COMPLAINT FOR
DECLARATORY JUDGMENT
AND COUNTERCLAIM

JURY TRIAL DEMANDED

WIZARDS OF THE COAST LLC,

Counterclaim Plaintiff,

v.

TSR LLC; JUSTIN LANASA; and DUNGEON
HOBBY SHOP MUSEUM LLC,

Counterclaim Defendants.

For its Answer to the Complaint of TSR LLC, Defendant/Counterclaim Plaintiff Wizards of the Coast LLC ("Wizards") files its Answer to TSR LLC's Complaint, Assertion of Defenses, Counterclaim, and Demand for Trial by Jury, as follows:

ANSWER

I. THE PARTIES

1. Upon information and belief, Wizards admits that TSR LLC is a limited liability company organized under the laws of the State of Wisconsin and has registered to do business with the North Carolina Secretary of State's office. Wizards lacks knowledge or information

1 sufficient to form a belief as to the truth or falsity of the remaining allegations in this paragraph.

2 2. Wizards admits the allegations of this paragraph.

3 II. JURISDICTION AND VENUE

4 3. Paragraph 3 calls for a legal conclusion to which no response is required. To the
5 extent that a response is required, Wizards does not dispute that personal jurisdiction over
6 Wizards in this action is proper.

7 4. Paragraph 4 calls for a legal conclusion to which no response is required. To the
8 extent that a response is required, Wizards does not dispute that this Court has subject matter
9 jurisdiction over TSR LLC's claims in this action.

10 5. Paragraph 5 calls for a legal conclusion to which no response is required. To the
11 extent that a response is required, Wizards does not dispute that venue in this Court is proper.

12 6. Wizards admits that it has asserted ownership of certain trademark rights and of
13 copyrights in certain works, including but not limited to the Game Wizards Logo that TSR LLC
14 has registered (US Trademark Registration No. 6472675) ("Game Wizards Logo"); the first Star
15 Frontiers Mark that TSR LLC has applied to register (US Trademark Application No. 90276506)
16 ("1st Star Frontiers Mark"); the TSR Mark that TSR LLC has applied to register (US Trademark
17 Application No. 90884176) ("TSR Word Mark"); and the second Star Frontiers Mark that TSR
18 LLC has applied to register (US Trademark Application No. 90893809) ("2nd Star Frontiers
19 Mark") (together with the 1st Star Frontiers Mark, the "Star Frontiers Marks"). Wizards further
20 admits that it has asserted that TSR LLC's use of certain images and words infringes trademark
21 rights and copyrights owned by Wizards. TSR LLC's allegation that "[a]n actual case or
22 controversy has arisen between the parties" calls for a legal conclusion to which no response is
23 required. Wizards denies the remaining allegations of this paragraph.

24 III. FACTS

25 7. Wizards restates its Answers to the paragraphs above as if fully set forth herein.

26 8. Wizards admits that TSR LLC has filed claims pursuant to the Federal
27 Declaratory Judgment Act, 28 U.S.C. §§ 2201 through 2202, and Federal Rule of Civil Procedure

57. Wizards denies the remaining allegations of this paragraph.

9. Wizards admits the allegations of this paragraph.

10. Wizards admits the allegations of this paragraph.

11. Wizards admits the allegations of this paragraph.

12. Wizards admits the allegations of this paragraph.

13. Wizards denies the allegations of this paragraph.

14. Wizards denies the allegations of this paragraph.

15. Wizards admits that it did not continue to manufacture some products TSR, Inc. previously sold and distributed through TSR, Inc. between the time Wizards acquired TSR, Inc. and the present. Wizards denies the remaining allegations of this paragraph.

16. Wizards admits that it has continued to assert ownership of the TSR Word Mark, the Game Wizards Logo, and the Star Frontiers Marks, and has requested TSR LLC to stop registering, using, and/or promoting these Marks. Wizards denies the remaining allegations of this paragraph.

17. Wizards denies the allegations of this paragraph.

18. Wizards denies the allegations of this paragraph.

19. Wizards admits that it filed a cancellation proceeding (No. 92078589) on December 6, 2021, with the Trademark Trial and Appeal Board of the United States Patent and Trademark Office (“USPTO”), seeking cancellation of TSR LLC’s US trademark registration for the Game Wizards Logo. Wizards denies the remaining allegations of this paragraph.

20. Wizards admits that TSR LLC’s Complaint seeks a declaration that Wizards does not own copyrights and trademark rights to the Marks, and that Wizards has taken the position that TSR LLC’s behavior constitutes trademark and copyright infringement. Wizards lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in this paragraph.

21. Upon information and belief, Wizards admits that Justin LaNasa purported to have assigned applications to TSR LLC to register a number of trademarks with the USPTO and

1 that TSR LLC filed the following US trademark applications on or about August 19, 2020: (1)
 2 US Trademark Application No. 90124788 (“Lizard Image”); (2) US Trademark Application No.
 3 90124839 (Registration No. 6472675) (“Game Wizards Logo”). Wizards lacks knowledge or
 4 information sufficient to form a belief as to the truth or falsity of the remaining allegations in this
 5 paragraph.

6 22. Upon information and belief, Wizards admits that TSR LLC filed a USPTO
 7 application to register the 1st Star Frontiers Mark (US Trademark Application No. 90276506) on
 8 October 25, 2020.

9 23. Wizards admits that it contacted TSR LLC through its counsel via a letter dated
 10 June 30, 2021, which letter speaks for itself. Wizards denies any remaining allegations in this
 11 paragraph.

12 24. Wizards admits the allegations of this paragraph.

13 25. Wizards denies the allegations of this paragraph.

14 26. Wizards denies the allegations of this paragraph.

15 27. Wizards denies the allegations of this paragraph.

16 28. Wizards denies the allegations of this paragraph.

17 **IV. FIRST CLAIM FOR RELIEF**

18 **(Declaratory Judgment – Lack of Ownership of Trademarks, 15 U.S.C. § 1051, *et seq.*)**

19 29. Wizards restates its Answers to the paragraphs above as if fully set forth herein.

20 30. Wizards admits that it has claimed ownership of the Lizard Image, the Game
 21 Wizards Logo, the TSR Word Mark, and the Star Frontiers Marks, and has accused TSR LLC of
 22 infringing upon its trademark rights in these marks, among others. Wizards denies the remaining
 23 allegations of the paragraph.

24 31. Wizards admits that there is an actual, present, and justiciable controversy
 25 between TSR LLC and Wizards with respect to the Game Wizards Logo, the TSR Word Mark,
 26 and the Star Frontiers Marks. Wizards denies the remaining allegations of this paragraph.
 27

32. Paragraph 32 contains a request for relief to which no response is required. To the extent a response is required, Wizards denies that TSR LLC is entitled to the requested relief.

V. SECOND CLAIM FOR RELIEF

(Declaratory Judgment – Lack of Ownership of Copyright, 17 U.S.C. § 501, *et seq.*)

33. Wizards restates its Answers to the paragraphs above as if fully set forth herein.

34. Wizards admits that it has claimed ownership of the copyright in the images used in the Game Wizards Logo and the Lizard Image. Wizards denies the remaining allegations of this paragraph.

35. Wizards admits that there is an actual, present, and justiciable controversy between TSR LLC and Wizards with respect to the Game Wizards Logo. Wizards denies the remaining allegations of this paragraph.

36. Paragraph 36 contains a request for relief to which no response is required. To the extent a response is required, Wizards denies that TSR LLC is entitled to the requested relief.

VI. RELIEF REQUESTED

The remainder of TSR LLC's Complaint is a prayer for relief to which no response is required. To the extent a response is required, Wizards denies that TSR LLC is entitled to any of the relief sought.

AFFIRMATIVE AND OTHER DEFENSES

FIRST DEFENSE

(Failure to State a Claim)

TSR LLC's Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

SECOND DEFENSE

(Prior Use)

Wizards' use of the Marks and copyrighted works predates any use by TSR LLC, and Wizards' rights are superior to any of TSR LLC's claimed rights in the TSR Word Mark, the Game Wizards Logo, and the Star Frontiers Marks.

THIRD DEFENSE

(Lack of Trademark Rights and Copyrights)

Plaintiff does not allege that it has, and Plaintiff does not have, trademark or copyright rights in any portion of the TSR Word Mark, the Lizard Image, the Game Wizards Logo, and/or the Star Frontiers Marks.

FOURTH DEFENSE

(Non-Infringement)

Wizards has not, willfully or otherwise, infringed any trademark rights or copyrights that TSR LLC may have.

FIFTH DEFENSE

(Waiver)

TSR LLC's claims for relief are barred or limited by the doctrine of waiver for failing to properly assert its alleged rights, failing to properly assert its alleged rights in a timely fashion, or for conduct relinquishing its alleged rights.

SIXTH DEFENSE

(Estoppel)

TSR LLC's claims for relief are barred or limited by the doctrine of estoppel.

SEVENTH DEFENSE

(Unclean Hands)

TSR LLC's claims for relief are barred or limited by the doctrine of unclean hands.

COUNTERCLAIM

1. Defendant/Counterclaim Plaintiff Wizards of the Coast, LLC ("Wizards") hereby alleges, upon personal information as to itself, and upon information and belief as to all other allegations, as follows:

I. NATURE OF THE ACTION

2. This is a civil action for (1) false designation of origin in violation of the Lanham Act (15 U.S.C. § 1125(a)); (2) cybersquatting in violation of the Lanham Act (15 U.S.C.

§ 1125(d)); (3) trademark infringement in violation of the common law of Washington and of the other states of the United States; (4) unfair competition in violation of the North Carolina Deceptive Trade Practices Act (N.C. Gen. State. § 75-1.1 *et seq.*); and (5) violation of the Washington Consumer Protection Act (RCW 19.86.010 *et seq.*).

II. THE PARTIES

3. Wizards is a Delaware limited liability company with its principal place of business at 1600 Lind Avenue Southwest, Renton, Washington 98507.

4. On information and belief, Counterclaim Defendant TSR LLC is a limited liability company organized under the laws of the State of Wisconsin and is registered to do business with the North Carolina Secretary of State's office. On information and belief, TSR LLC maintains its principal place of business in North Carolina.

5. On information and belief, Counterclaim Defendant Dungeon Hobby Shop Museum LLC is a limited liability company organized under the laws of the State of Wisconsin, with its principal place of business in Wisconsin.

6. On information and belief, Counterclaim Defendant Justin LaNasa is an individual residing in North Carolina, is the organizer, sole manager, and registered agent of TSR LLC, is the organizer of Dungeon Hobby Shop Museum LLC, and is solely or primarily responsible for TSR LLC's and Dungeon Hobby Shop Museum LLC's activities.

III. JURISDICTION AND VENUE

7. This Court has federal question subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. § 1121 over Wizards' claims under the Lanham Act, supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Wizards' state-law claims, and diversity jurisdiction pursuant to 28 U.S.C. § 1332 over all of Wizards' claims.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(2)-(3), as Counterclaim Defendants committed tortious acts in this District; a substantial part of the events giving rise to the claims occurred here; and a substantial part of the property that is the subject of the action is situated here.

IV. BACKGROUND

A. The Former TSR, Inc.'s Intellectual Property Rights Relating to "TSR," Dungeons & Dragons, and Star Frontiers

9. TSR, Inc. was the original publisher of the highly popular Dungeons & Dragons tabletop role-playing game. TSR, Inc. restructured into TSR Hobbies, Inc. in 1975. In 1983, TSR Hobbies, Inc. split into four independent businesses, with game publishing and development continuing as TSR, Inc.

10. In addition to Dungeons & Dragons, TSR, Inc. owned the rights to, produced, advertised, and sold several other product lines, including Star Frontiers products.

11. TSR, Inc. owned intellectual property rights, including but not limited to intellectual property rights relating to the name "TSR" and its Dungeons & Dragons and Star Frontiers products, among many others.

12. Among the several marks TSR, Inc. placed on its products throughout its history, including its Dungeons & Dragons and Star Frontiers products, are the following marks:



Figure 1 - The Game Wizards Logo



Figure 2 - Slanted TSR Logo



Figure 3 - Dragon TSR Logo

13. Counterclaim Defendant TSR LLC, formed in 2020, is not a successor-in-interest to TSR, Inc., and did not purchase or otherwise obtain from TSR, Inc. any of its registered or unregistered intellectual property rights.

14. The Game Wizards Logo, represented in Figure 1 above, is the same or substantially the same as the mark (a) TSR LLC has registered (US Trademark Registration No. 6472675), (b) for which TSR LLC seeks a declaratory judgment that Wizards does not own the

1 mark, and (c) which is the subject of Wizards' Trademark Trial and Appeals Board cancellation
2 proceeding against TSR LLC (No. 92078589).

3 15. Wizards also owns the trade dress in the designs used on goods that it sells in
4 connection with the above trademarks.

5 **B. Wizards' 1997 Acquisition of TSR, Inc. and Its Intellectual Property**

6 16. Wizards purchased TSR, Inc. via a stock purchase in 1997 and is TSR, Inc.'s
7 successor-in-interest.

8 17. Wizards' acquisition of TSR, Inc. included TSR, Inc.'s intellectual property
9 rights, including its trade names, trademarks, and service marks. TSR, Inc.'s intellectual property
10 at the time of the sale included, but was not limited to, intellectual property rights relating to the
11 name "TSR," the Dungeons & Dragons line of products, and the Star Frontiers line of products,
12 among others—including but not limited to the word and design marks represented in Figures
13 1-3 above.

14 18. In addition, on or about May 30, 1997, TSR, Inc. formally assigned all of its US
15 trademark registrations to Wizards, and that assignment was recorded with the USPTO on
16 December 6, 2000. *See Exhibit A.*

17 19. The trademarks that Wizards acquired from TSR, Inc., including trade dress
18 rights, are collectively referred to as "Wizards' Marks."

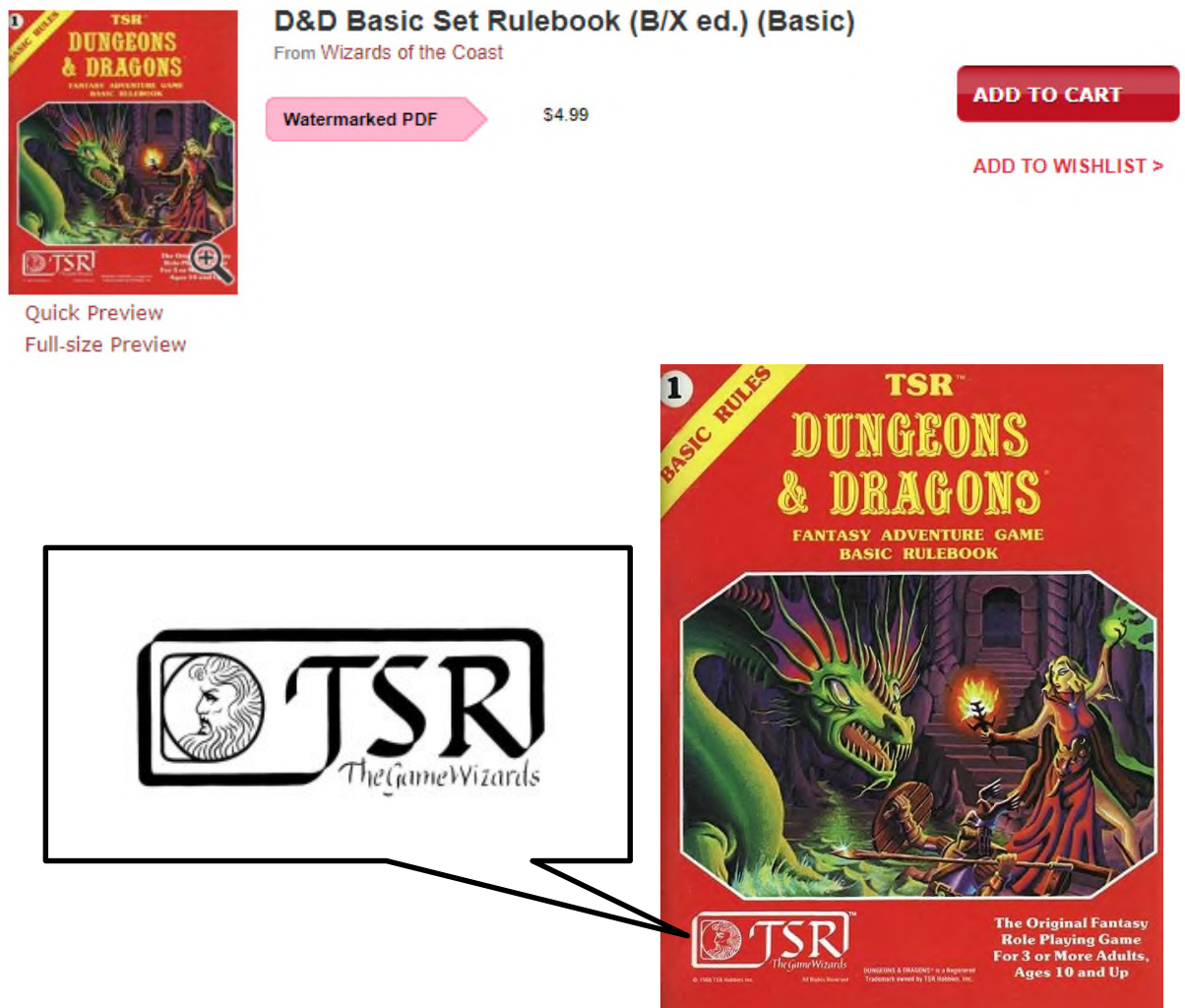
19 20. Although some of the registrations of Wizards' Marks were not renewed, Wizards
20 continued using the marks in commerce.

21 **C. Wizards' Sales of Dungeons & Dragons Products Bearing Wizards' Marks**

22 21. Wizards has produced, advertised, and sold Dungeons & Dragons products
23 continuously since acquiring TSR, Inc. Dungeons & Dragons is one of Wizards' most prominent
24 and well-recognized brands.

25 22. Wizards owns trademarks associated with its Dungeons & Dragons products, and
26 diligently protects them.

23. In addition to creating and producing new and updated Dungeons & Dragons products, Wizards has maintained continuous use of Wizards' Marks by producing, advertising, and selling older editions of Dungeons & Dragons through OneBookshelf on its DriveThruRPG¹ and DM's Guild websites since at least as early as 2013.² Wizards has also licensed its TSR and Dungeons & Dragons IP to OneBookshelf to sell fan-created content using this IP. The product listings for Wizards' Dungeons & Dragons products on DriveThruRPG and the DM's Guild prominently identify Wizards as the publisher. Below are screenshots of four of these products.



Available at https://www.drivethrurpg.com/product/110274/DD-Basic-Set-Rulebook-B-X-ed-Basic?filters=45323_0_0_0_0.

¹ https://www.drivethrurpg.com/browse.php?keywords=&filters=45323_0_0_0_0&x=0&y=0&author=&artist=&pfrom=&pto=

² <https://www.dmsguild.com/>

DUNGEONS & DRAGONS®
FANTASY ADVENTURE GAME
MONSTER & TREASURE ASSORTMENT
Sets One-Three: Levels One-Nine

D&D Monster & Treasure Assortment Sets One to Three
From *Wizards of the Coast*



Watermarked PDF \$4.95

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DUNGEONS & DRAGONS®
FANTASY ADVENTURE GAME
MONSTER & TREASURE ASSORTMENT
Sets One-Three: Levels One-Nine

Are you running out of ideas for ways to stock your dungeons full of treasure? Do you need a quick and easy way to fill your castle or LARPs rooms with monsters? The Monster & Treasure Assortment has 900 monsters, 900 treasures, a host of treasure containers, treasure chests, treasure maps, and complete instructions for using the assortment to fill or partially stock or ready encountered dungeon levels.

Designing and stocking a number of dungeon levels becomes a snap when Monster and Treasure Assortment is used in conjunction with Dungeon Generators. TSR's generators allow an almost endless variety of rooms to be laid out in virtually no time at all.

Just one more useful playing aid from the Game Wizards at TSR.

Distributed to the book trade in the United States by Random House, Inc. and in Canada by Random House of Canada, Ltd.
Distributed to the toy and hobby trade by regional distributors.

© 1977, 1978, 1980 TSR Games

TSR Games
POB 756
Lake Geneva, WI 53147

9047

Available at https://www.dmsguild.com/product/16966/DD-Monster--Treasure-Assortment-Sets-One-to-Three?src=hottest_filtered&filters=45471



T1-4 Temple of Elemental Evil (1e)

From *Wizards of the Coast*

Selected Option:
Watermarked PDF

☒ Watermarked PDF \$9.99

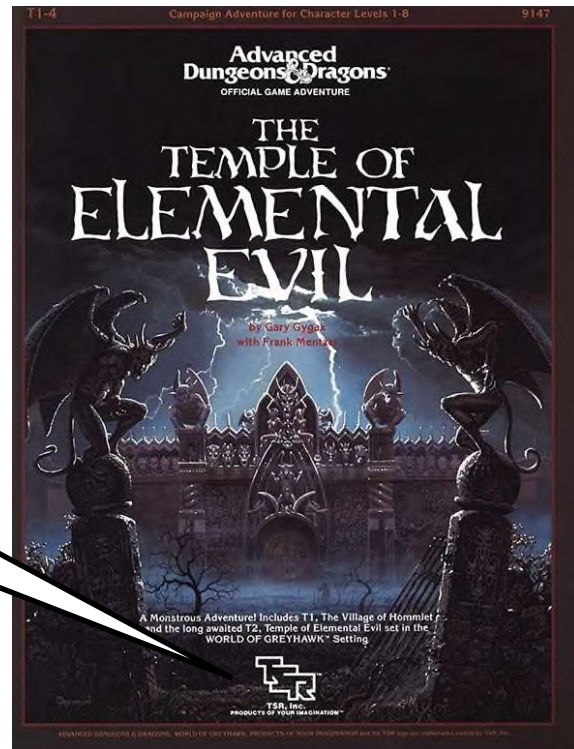
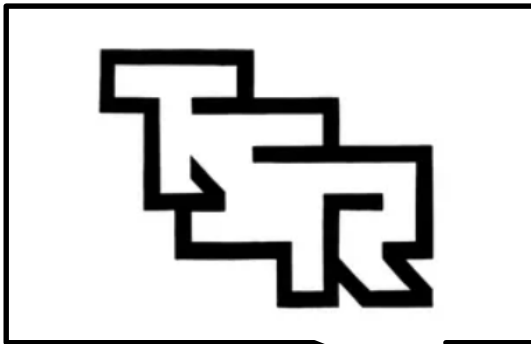
☐ Softcover, Standard Color Book \$19.50

☐ Watermarked PDF + Softcover, Standard Color Book ~~\$19.50~~ \$29.49

[Full-size Preview](#)

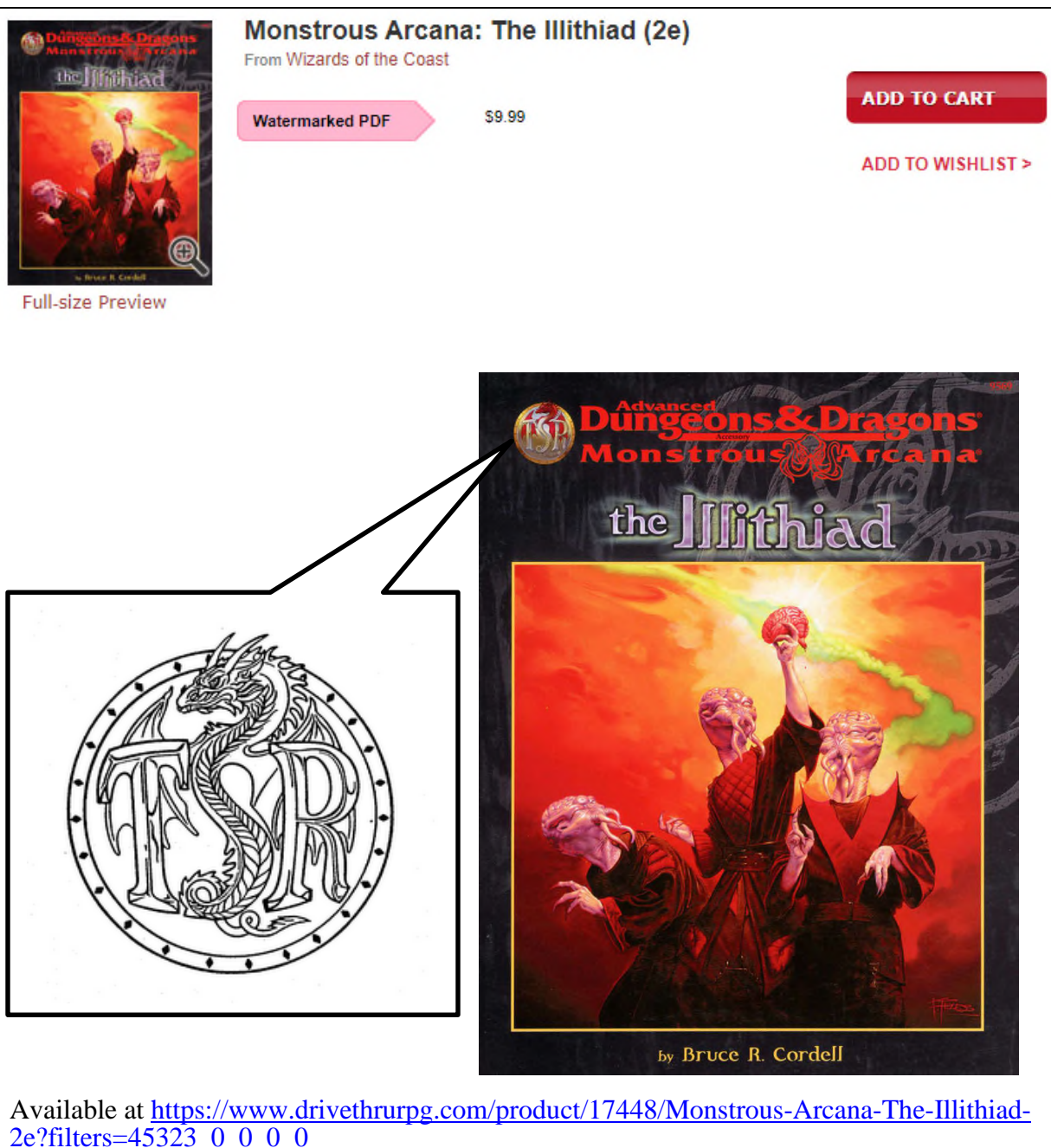
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Available at https://www.dmsguild.com/product/17068/T14-Temple-of-Elemental-Evil-1e?src=hottest_filtered&filters=45471_0_0_0_0_0

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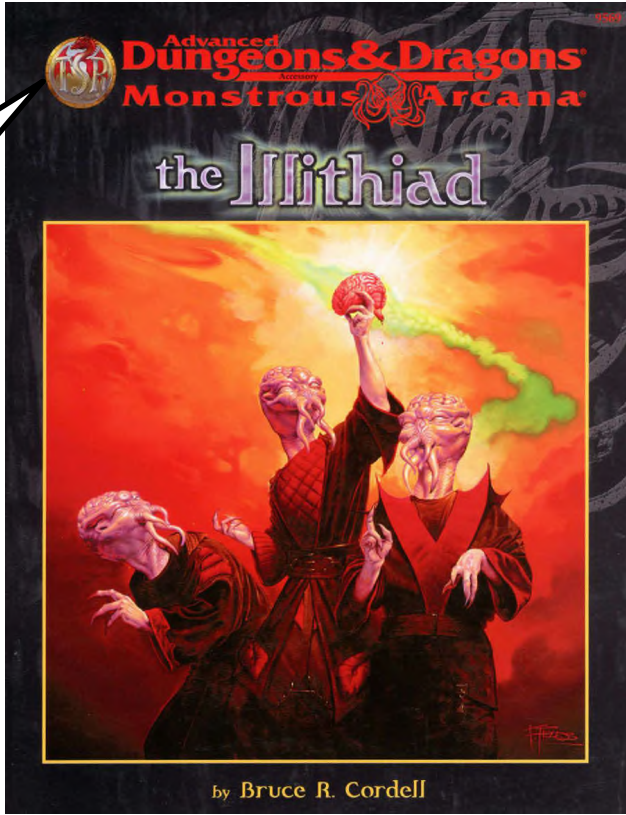
Monstrous Arcana: The Illithiad (2e)
From Wizards of the Coast

Watermarked PDF \$9.99

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Full-size Preview

Available at https://www.drivethrurpg.com/product/17448/Monstrous-Arcana-The-Illithiad-2e?filters=45323_0_0_0

22 24. Prior to selling Dungeons & Dragons products through OneBookshelf, Wizards
23 sold Dungeons & Dragons products bearing Wizards' Marks during the time between Wizards'
24 acquisition of TSR, Inc. and the launch of Dungeons & Dragons Third Edition in 2000.

25 **D. Wizards' Sales of Star Frontiers Products Bearing Wizards' Marks**

26 25. Wizards has also maintained continuous use of Wizards' Marks by producing,
27 advertising, and selling older editions of Star Frontiers, currently through OneBookshelf's

DriveThruRPG³ and DM's Guild websites since 2013.⁴ Wizards has also licensed its TSR and Star Frontiers IP to OneBookshelf to sell fan-created content using this IP. The product listings for Wizards' Star Frontiers products prominently identify Wizards as the publisher. Below is a screenshot of one of these products.

Star Frontiers: Alpha Dawn
From Wizards of the Coast

Selected Option:
Multiple File Formats

☒ Multiple File Formats \$9.99

☐ Softcover, Standard Color Book \$16.00

☐ Hardcover, Standard Color Book \$26.00

☐ Multiple File Formats + Softcover, Standard Color Book ~~\$18.00~~ \$25.99

☐ Multiple File Formats + Hardcover, Standard Color Book ~~\$28.00~~ \$35.99

THE ORIGINAL
STAR FRONTIERS™
Alpha Dawn
A Science Fiction Role-Playing Game
From the Producer of the DUNGEONS & DRAGONS® Games

This game requires no gameboard because the action takes place in the players' imagination with planetary adventures in alien worlds as the main event.
Local or more beginning to intermediate players, ages 10 and up.

TSR™
DUNGEONS & DRAGONS® and STAR FRONTIERS are trademarks owned by TSR, Inc.

Available at <https://www.drivethrurpg.com/product/226710/Star-Frontiers-Alpha-Dawn>

³ <https://www.drivethrurpg.com/browse/pub/44/Wizards-of-the-Coast/subcategory/29173/Star-Frontiers>

⁴ <https://www.dmsguild.com/>

E. Counterclaim Defendants' Claimed "Reboot" of "TSR" and Star Frontiers

26. On information and belief, Counterclaim Defendant LaNasa organized and registered Counterclaim Defendant TSR LLC with the Wisconsin Secretary of State's Office on or about September 23, 2020. LaNasa is the organizer, sole manager, and registered agent of TSR LLC. LaNasa registered TSR LLC to do business in North Carolina on or about November 30, 2021.

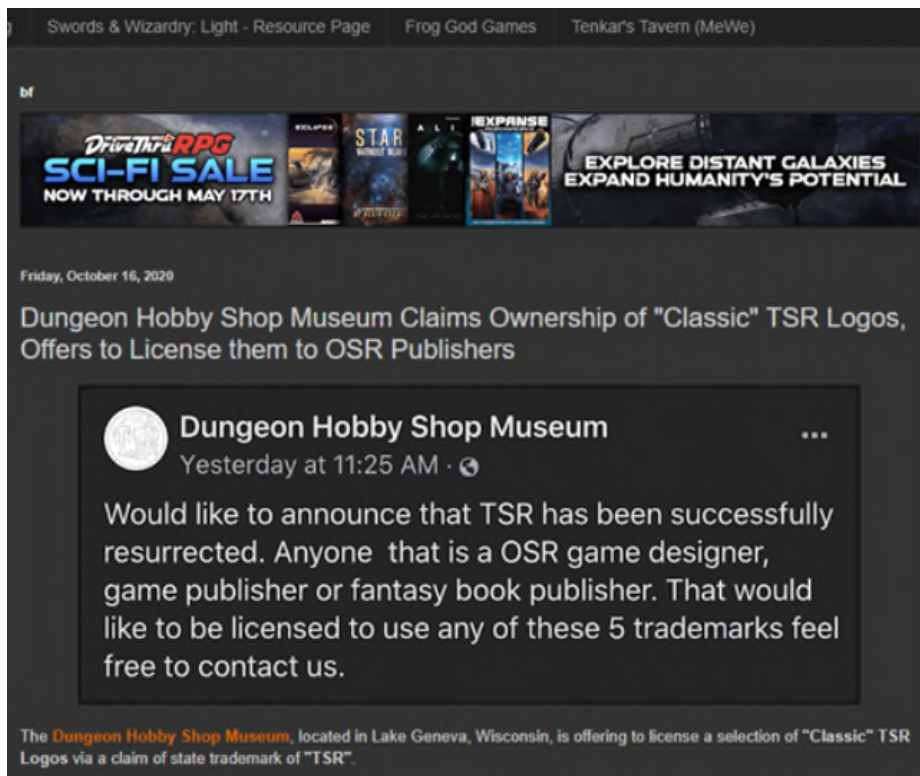
27. In 2020, Counterclaim Defendants began to publicly associate themselves with the prior TSR, Inc., and claim ownership of the prior TSR, Inc.'s intellectual property relating to Wizards' Marks and the Star Frontiers brand. On information and belief, during all relevant periods, Counterclaim Defendants knew, and still know, that Wizards owned and continuously used Wizards' Marks in commerce, *inter alia*, through the sale of older-edition Dungeons & Dragons and Star Frontiers products.

28. LaNasa and TSR LLC own, operate, and maintain a website at the domain tsr-hobbies.com, a domain name that infringes Wizards' intellectual property rights in the TSR name, and which is designed to cause confusion in the marketplace, including by falsely associating TSR LLC with the former TSR, Inc.

29. The landing page at [https://tsr-hobbies.com/](https://tsr-hobbies.com) identifies LaNasa as the "CEO." The same landing page prominently displays the Game Wizards Logo, the same logo that appears on many classic Dungeons & Dragons products, which are still offered for sale by Wizards:



30. Counterclaim Defendants have publicly offered for sale licenses to use Wizards' Marks, as early as October 2020:





31. On information and belief, on or about December 10, 2021, Counterclaim Defendant LaNasa registered Counterclaim Defendant Dungeon Hobby Shop Museum LLC as a business with the Wisconsin Secretary of State's Office. LaNasa has publicly stated that he runs the Dungeon Hobby Shop Museum and has described it in at least one public interview as a "for-profit" museum. The Dungeon Hobby Shop Museum's website states that its location is 723 Williams Street, Lake Geneva, Wisconsin 53147, United States, the same address TSR LLC represented as its principal office to the Wisconsin Secretary of State's Office.

32. Dungeon Hobby Shop Museum LLC has a website located at tsrmuseum.com, a domain name that infringes Wizards' Marks. On information and belief, Counterclaim Defendants intentionally chose this domain name to cause consumer confusion and to convince consumers that TSR LLC owns Wizards' Marks, when it in fact does not.

33. The Dungeon Hobby Shop Museum website contains an online store (<https://tsrmuseum.com/online-store>) that offers for sale a range of products bearing several of Wizards' Marks. Below are screenshots of six of these products.

A single-sided shirt bearing the Game Wizards Logo:

HOME/STREAMING HISTORY CONTACT US DUNGEON HOBBY SHOP MUSEUM ONLINE STORE |  



WIZARD/MOON T SHIRT SINGLE SIDED

\$20.00

Size
-- Select --




Quantity
1


ADD TO CART

Wizard/Moon T Shirt Single Sided

Available at <https://tsrmuseum.com/online-store/ols/products/wizardmoon-t-shirt-single-sided> (last visited March 4, 2022).

A double-sided shirt bearing the Game Wizards Logo:

HOME/STREAMING HISTORY CONTACT US DUNGEON HOBBY SHOP MUSEUM ONLINE STORE |   



WIZARD/MOON T SHIRT


\$25.00

Size
-- Select --

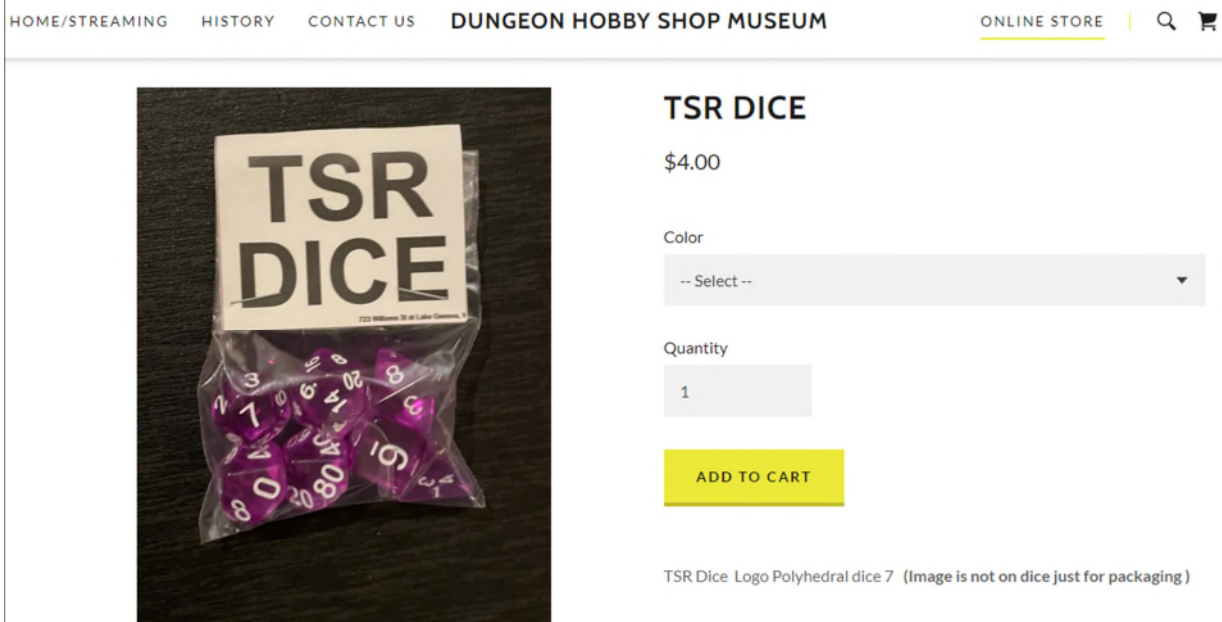
Quantity
1

ADD TO CART

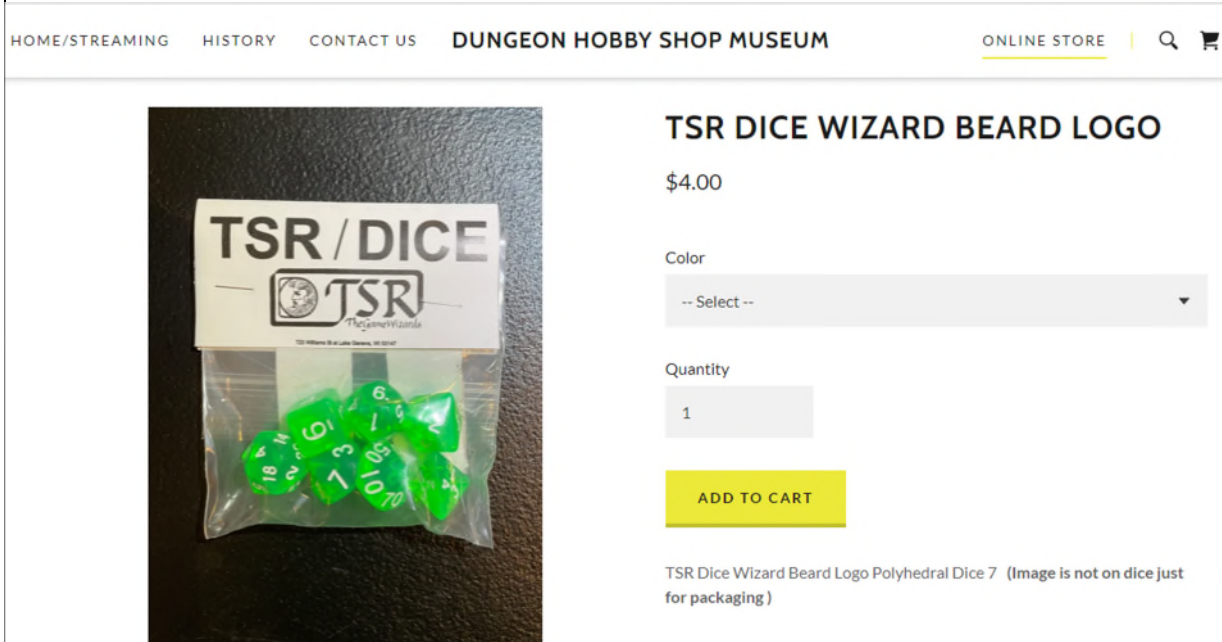
Wizard/Moon on front DHSM logo on Back



Available at <https://tsrmuseum.com/online-store/ols/products/wizardmoon> (last visited March 4, 2022).

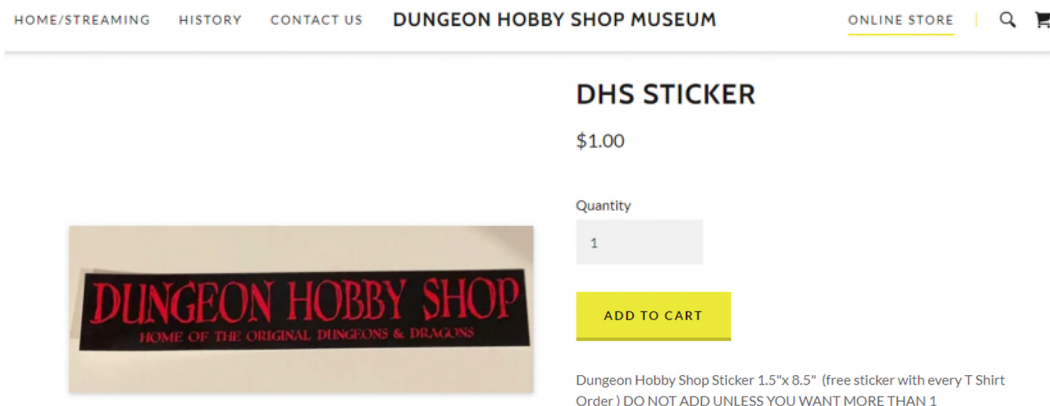
“TSR Dice”:

Available at <https://tsrmuseum.com/online-store/ols/products/tsr-dice> (last visited March 4, 2022).

“TSR Dice” bearing the Game Wizards Logo:

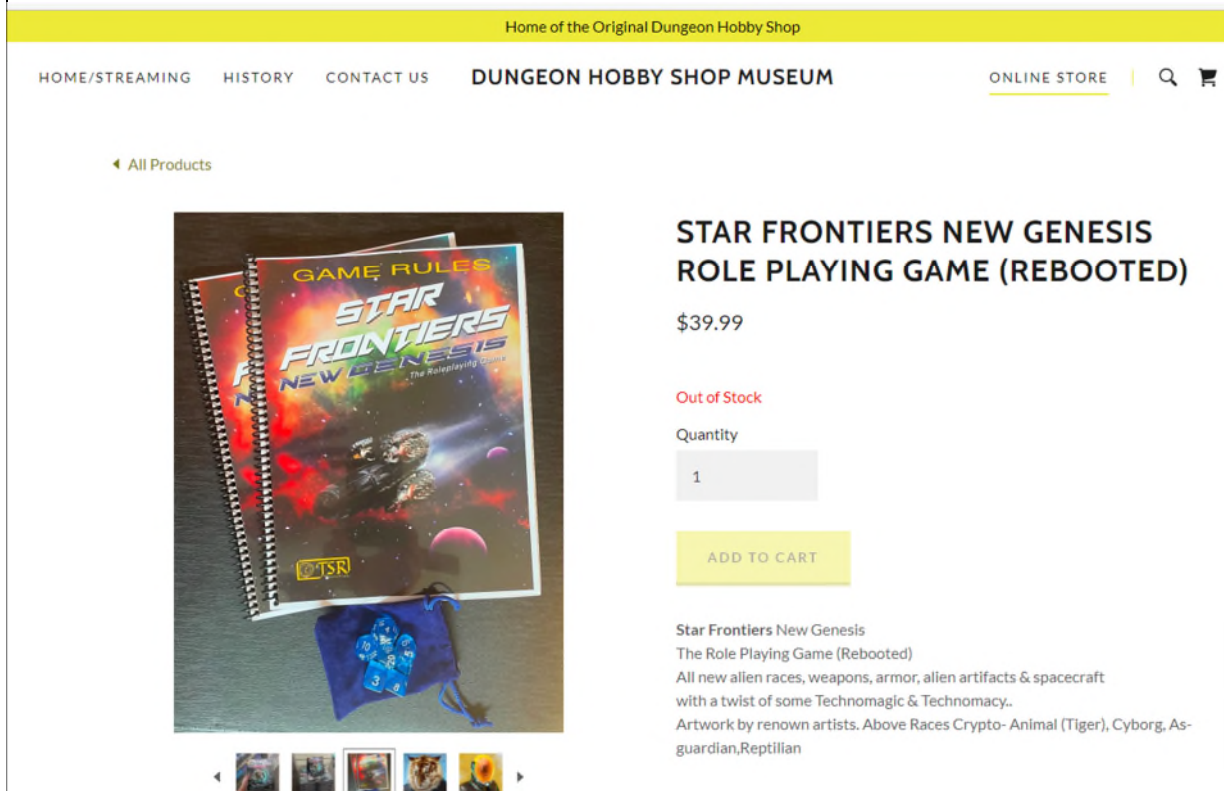
Available at <https://tsrmuseum.com/online-store/ols/products/tsr-dice-wizard-beard-logo> (last visited March 4, 2022).

A sticker stating that the Dungeon Hobby Shop is “home of the original Dungeons & Dragons”:



Available at <https://tsrmuseum.com/online-store/ols/products/dhs-sticker> (last visited March 4, 2022).

A Star Frontiers “Reboot” book bearing the Game Wizards Logo:



Available at <https://tsrmuseum.com/online-store/ols/products/star-frontiers-new-genesis-role-playing-game-rebooted> (last visited March 4, 2022).

34. TSR LLC's website, [tsr-hobbies.com](https://tsrmuseum.com/online-store), includes a prominent "Order Here!" button that links directly to <https://tsrmuseum.com/online-store>. It also includes images, descriptions, and prices that match several individual items that are offered for sale at <https://tsrmuseum.com/online-store>.

35. LaNasa and TSR LLC own, operate, and maintain a website to fundraise for their legal challenges against Wizards, located at <https://www.indiegogo.com/projects/support-tsr-against-wizards-of-the-coast#/> (last visited March 4, 2022). The website prominently displays Wizards' marks, including the Game Wizards Logo. TSR LLC promises that those who donate will receive products or memberships from the Dungeon Hobby Shop Museum.

36. Counterclaim Defendants frequently promote their infringing products bearing Wizards' Marks via their websites, social media accounts, online forums, and in written and video interviews, including with influential figures in the gaming community.

37. The Dungeon Hobby Shop Museum's website is replete with statements and images designed to cause confusion in the marketplace and to persuade viewers that TSR LLC is the successor-in-interest to TSR, Inc., when it is not, and that TSR LLC owns intellectual property rights in Wizards' Marks, which it does not.

a. On the "About Us" section of the website, the text "About Us" is followed immediately by the header "TSR (In the Beginning)" and a description of the origins of the prior TSR, Inc. This statement, placed online by Counterclaim Defendants TSR LLC, LaNasa, and/or Dungeon Hobby Shop Museum LLC, is intentionally aimed to cause confusion in the marketplace by falsely associating Counterclaim Defendants with the prior TSR, Inc.

b. The footer of the landing page states: "The products contained on these pages include images, trademarks, artwork and other materials owned and produced by TSR LLC and are not produced, endorsed or sponsored by or affiliated in any way with Wizards of the Coast, LLC or Hasbro, Inc.," when in fact several of the marks used in commerce on the website are owned and used in commerce by Wizards.

c. The website contains a “TSR History” page that contains images and descriptions of Wizards’ Marks and describes the date ranges in which those marks were used by TSR, Inc. This statement, placed online by Counterclaim Defendants TSR LLC, LaNasa, and/or Dungeon Hobby Shop Museum LLC, is intended to cause confusion in the marketplace by falsely associating TSR LLC with the prior TSR, Inc.

38. Counterclaim Defendants publicly claimed ownership of “Star Frontiers” and advertised that they were producing a “reboot” of Star Frontiers, including on TSR LLC’s Twitter account, next to an image of a classic Star Frontiers product bearing Wizards’ Marks that Wizards currently sells via OneBookshelf.

39. On or about January 31, 2022, Counterclaim Defendants posted on at least two social media accounts an image purporting to be a stack of printed “Star Frontiers” books, and promising that all who register for “TSR CON,” a forthcoming March 2022 event, will “get a free hardcopy of the game.” Counterclaim Defendants placed the same image on the Dungeon Hobby Shop Museum’s product page for its “Star Frontiers New Genesis Role Playing Game (Rebooted).”

40. Counterclaim Defendants have admitted that they lack certain rights in Star Frontiers products. In a public interview, LaNasa stated: “We can’t come out with the old IP, and that kind of limits us to having to reboot the game in a new fashion.”⁵

41. On information and belief, Counterclaim Defendants intend to cause and have caused further confusion by producing and placing into commerce products bearing Wizards’ Marks that are aimed to be used with, to mimic the design and imagery of, and to be compatible with, Dungeons & Dragons products. LaNasa has admitted publicly that TSR LLC will be “coming out with a bunch of, mainly, first edition stuff ... things that are compatible with first edition,” referring to Dungeons & Dragons First Edition.⁶ LaNasa further admitted: “No, we

⁵ <https://youtu.be/R8kvKaqeZzw?t=4774> (last visited March 4, 2022).

⁶ <https://youtu.be/R8kvKaqeZzw?t=2302> (last visited March 4, 2022).

can't use the name 'Advanced Dungeons & Dragons,' but yes we can use the framework, and yes we can use 'first edition.' It's out there, it's the platform. We just can't ... we just can't name it, but we can come close.”⁷

42. Counterclaim Defendants frequently promote their infringing products bearing Wizards' Marks via their websites, social media accounts, online forums, and in written and video interviews, including with influential figures in the gaming community.

43. Counterclaim Defendants' promotion and sale of their infringing products and false and misleading statements about their “reboot” of “TSR” and Star Frontiers have caused and continue to cause confusion among consumers, many of whom are misled into believing that TSR LLC is in fact a successor-in-interest to TSR, Inc.

F. TSR LLC's Applications to Register Wizards' Marks With—and False Statements To—the USPTO

44. In total, TSR LLC has filed at least eight trademark applications to register marks associated with Wizards' TSR, Inc.-related intellectual property:

Mark	Application Number and Status
TSR	90884176 - Live
TSR THE GAME WIZARDS (word and design) (the Game Wizards Logo)	90124839 – Live, Registered (Registration No. 6472675)
TSR (word and design – TSR Angled Logo)	90124287 - Dead
TSR (word and design – TSR Dragon Logo)	90148524 - Dead
Wizard Man Logo (design)	90148334 - Dead
BLACKMOOR	90276510 - Dead
STAR FRONTIERS	90276506 - Live
STAR FRONTIERS	90893809 - Live

45. As part of each application, LaNasa submitted signed and sworn declarations to the USPTO that “[t]o the best of the signatory's knowledge and belief, no other persons, except,

⁷ <https://youtu.be/R8kvKaqeZzw?t=2302> (last visited March 4, 2022).

1 if applicable, concurrent users, have the right to use the mark in commerce, either in identical
 2 form or in such near resemblance as to be likely, when used or in connection with the
 3 goods/services of such other person, to cause confusion or mistake, or to deceive.” This
 4 statement was false in each of LaNasa’s declarations, as Counterclaim Defendants and LaNasa
 5 knew at the time of each statement that Wizards was using the marks in commerce, had been
 6 using the marks in commerce prior to Counterclaim Defendants’ first use of the marks in
 7 commerce, and that Wizards had the rights to use the marks in commerce.

8 46. On or about August 19, 2020, LaNasa purported to assign the rights to the Game
 9 Wizards Logo to TSR LLC, which TSR LLC has registered as a mark with the USPTO
 10 (Registration No. 6472675). Wizards has instituted a cancellation proceeding with the
 11 Trademark Trial and Appeals Board, a proceeding that has been suspended during the pendency
 12 of the present litigation in this Court.

13 47. TSR LLC admits in its Complaint that Wizards has informed TSR LLC (via a
 14 June 2021 letter) that Wizards has continuously used Wizards’ Marks in commerce, at least as
 15 early as June 30, 2021, and provided links to online stores selling these products. Yet in the same
 16 Complaint, TSR LLC alleges without a good-faith basis that Wizards has not used Wizards’
 17 Marks in interstate commerce, and that it “[s]topped selling products bearing any of the Marks
 18 at Issue in or around 1997 or never produced products bearing the Marks at Issue at all.”

19 48. Even after receiving Wizards’ June 2021 letter, in August 2021 TSR LLC filed
 20 two additional applications with the USPTO to register word marks for “TSR” and “Star
 21 Frontiers.” Once again, along with these applications, LaNasa submitted false statements in his
 22 declarations that “[t]o the best of the signatory’s knowledge and belief, no other persons, except,
 23 if applicable, concurrent users, have the right to use the mark in commerce, either in identical
 24 form or in such near resemblance as to be likely, when used or in connection with the
 25 goods/services of such other person, to cause confusion or mistake, or to deceive.”

26 49. Wizards has recently filed applications to register several of Wizards’ Marks,
 27 which are currently pending before the USPTO, including the Dragon TSR Logo (US Trademark

Application No. 97281306); the Game Wizards Logo (US Trademark Application No. 97281302); the TSR Block Letter Logo (US Trademark Application No. 97260484); and the TSR Word Mark (US Trademark Application No. 97260477).

V. FIRST CAUSE OF ACTION

FALSE DESIGNATION OF ORIGIN IN VIOLATION OF THE LANHAM ACT

50. Wizards re-alleges and incorporates by reference each of the paragraphs above and below as if fully set forth herein.

51. Counterclaim Defendants' use of Wizards' Marks, and of trademarks confusingly similar thereto, violates Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), because that use is likely to cause confusion and mistake as to the origin, sponsorship, or approval of products offered and promoted by Counterclaim Defendants, including as to whether those products originate from or are sponsored or approved by Wizards or by TSR Inc., to which Wizards is a successor-in-interest.

52. Counterclaim Defendants' use of Wizards' Marks, and trademarks confusingly similar thereto, has been deliberate and willful, and with actual knowledge of Wizards' rights in Wizards' Marks.

53. Wizards has no adequate remedy at law, and if Counterclaim Defendants' wrongful use of Wizards' Marks is not enjoined, Wizards will suffer irreparable harm and injury to its goodwill and reputation.

VI. SECOND CAUSE OF ACTION

CYBERSQUATTING IN VIOLATION OF THE LANHAM ACT

54. Wizards re-alleges and incorporates by reference each of the paragraphs above and below as if fully set forth herein.

55. Counterclaim Defendants' registration and use of domain names, including but not limited to tsr-hobbies.com and tsrmuseum.com, violates Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d), because these domain names are confusingly similar to Wizards' Marks,

1 and because Counterclaim Defendants' registration and use of the domains has been done with a
2 bad-faith intent to profit from Wizards' Marks.

3 56. Wizards has no adequate remedy at law, and if Counterclaim Defendants'
4 wrongful use of Wizards' Marks is not enjoined, Wizards will suffer irreparable harm and injury
5 to its goodwill and reputation.

6 **VII. THIRD CAUSE OF ACTION**

7 **COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

8 57. Wizards re-alleges and incorporates by reference each of the paragraphs above
9 and below as if fully set forth herein.

10 58. Counterclaim Defendants' use of Wizards' Marks, and of trademarks confusingly
11 similar thereto, is likely to cause confusion, mistake, and deception among the public as to an
12 association or affiliation between Counterclaim Defendants' products and Wizards, and falsely
13 suggest that Counterclaim Defendants have a connection with Wizards or with the prior TSR,
14 Inc., to which Wizards is a successor-in-interest. This constitutes trademark infringement and
15 unfair competition in violation of the common law of Washington and of the other states of the
16 United States.

17 59. By their above conduct, Counterclaim Defendants have deceived and harmed the
18 public, and inflicted irreparable injury upon Wizards for which it has no adequate remedy at law,
19 unless Counterclaim Defendants are restrained and enjoined by this Court from further
20 infringement.

21 **VIII. FOURTH CAUSE OF ACTION**

22 **VIOLATION OF THE NORTH CAROLINA DECEPTIVE TRADE PRACTICES ACT**

23 **(N.C. Gen. Stat. § 75-1.1 *et seq.*)**

24 60. Wizards re-alleges and incorporates by reference each of the paragraphs above
25 and below as if fully set forth herein.

26 61. The conduct described above of Counterclaim Defendants, competitors or
27 potential competitors of Wizards, constitutes an unfair method of competition and an unfair or

1 deceptive act or practice in or affecting commerce in violation of N.C. Gen. Stat. § 75-1.1 that
2 has injured Wizards in its business or property.

3 62. Wizards accordingly brings this action pursuant to N.C. Gen. Stat. § 75-16 to
4 enjoin further violations of N.C. Gen. Stat. § 75-1.1, and to recover actual damages sustained by
5 it, in addition to treble damages, costs, and attorneys' fees.

6 **IX. FIFTH CAUSE OF ACTION**
7 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**
8 **(RCW 19.86.010 *et seq.*)**

9 63. Wizards re-alleges and incorporates by reference each of the paragraphs above
10 and below as if fully set forth herein.

11 64. Counterclaim Defendants' conduct as described above constitutes an unfair
12 method of competition and an unfair or deceptive act or practice in the conduct of trade or
13 commerce in violation of RCW 19.86.020 that has injured Wizards in its business or property.

14 65. Wizards accordingly brings this action pursuant to RCW 19.86.090 to enjoin
15 further violations of RCW 19.86.020, and to recover actual damages sustained by it, to be trebled
16 not to exceed \$25,000, together with costs and attorneys' fees.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Wizards prays for Judgment against Counterclaim Defendants as
19 follows:

20 A. That the Court enter judgment in Wizards' favor on all claims brought by
21 Wizards;

22 B. That the Court enter an order pursuant to 15 U.S.C. § 1116 impounding all
23 infringing products bearing Wizards' marks or that otherwise infringe Wizards' intellectual
24 property, and any related materials, including business records, in Counterclaim Defendants'
25 possession or under their control;

26 C. That the Court enter an order requiring any domain name registries, registrars, and
27 website holding companies that hold, list, or host one or more domain names or websites that

(1) are associated with Counterclaim Defendants' infringement of Wizards' intellectual property, *inter alia*, via infringing domain names that include the name "TSR," and/or (2) are owned, operated, or controlled by any Counterclaim Defendant and that have displayed one or more Wizards trademarks, infringed Wizards' IP, or otherwise created false association with Wizards product(s), to:

- i. take down the infringing websites;
- ii. disable any infringing domain names; and
- iii. transfer the infringing domain names to Wizards' ownership and control, including *inter alia*, by changing the registrar of record to a registrar of Wizards' choosing.

D. That the Court enter an order requiring Counterclaim Defendants to provide Wizards a full and complete accounting of all amounts due and owing to Wizards as a result of Counterclaim Defendants' unlawful activities;

E. That Counterclaim Defendants be required to pay all actual damages that Wizards has sustained or will sustain as a consequence of Counterclaim Defendants' unlawful acts, together with statutory damages to the extent allowable, and that such damages be enhanced, doubled, or trebled as allowed by law;

F. That Counterclaim Defendants be required to pay the costs of this action and Wizards' reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117 or otherwise allowed by law;

G. That the Court enter an order requiring that identified financial institutions restrain and transfer to Wizards all amounts arising from Counterclaim Defendants' unlawful infringement as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment in this case; and

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1 H. That the Court grant Wizards such other, further, and additional relief as the
2 Court deems just and equitable.

3 DATED this 4th day of March, 2022.

4 DAVIS WRIGHT TREMAINE LLP
5 Attorneys for Defendant
6 Wizards of the Coast LLC

7 By: s/ Lauren Rainwater

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EXHIBIT A

01-02-2001



101568484

12-06-2000

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- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger** Effective Date
Month Day Year
05/30/1997
- ☐ **Change of Name**
- ☒ **Other**

Conveying Party☐ Mark if additional names of conveying parties attachedName Execution Date
Month Day Year
05/30/1997Formerly

1809352

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Name

Wizards of the Coast, Inc. c/o Brian E. Lewis

Address (line 1)

1801 Lind Avenue SW

Address (line 2)

Renton, Washington 98057

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)☒

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

See	Exhibit A	

Number of Properties

Enter the total number of properties involved.

140

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 3,515

Method of Payment:

Enclosed ☐Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

500632

Authorization to charge additional fees:

Yes ☒No ☐**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Brian E. Lewis

Name of Person Signing

Signature

December 6, 2000

Date Signed

Exhibit A
TSR's Registrations

	<i>Mark</i>	<i>Registration Date</i>	<i>Registration Number</i>
1	A LINE IN THE SAND	12/7/93	1809352
2	AD&D	5/3/94	1834317
3	AD&D	3/13/84	1270004
4	AD&D	3/13/84	1269770
5	AD&D	6/29/93	1779034
6	AD&D	6/15/82	1198296
7	ADVANCED D&D	9/15/81	1169252
8	ADVANCED DUNGEONS & DRAGONS	7/17/84	1285709
9	ADVANCED DUNGEONS & DRAGONS	1/31/84	1265718
10	ADVANCED DUNGEONS & DRAGONS	6/15/82	1198098
11	ADVANCED DUNGEONS & DRAGONS	3/29/83	1233069
12	ADVANCED DUNGEONS & DRAGONS	8/3/82	1203675
13	ADVANCED DUNGEONS & DRAGONS	4/10/84	1273686
14	ADVANCED DUNGEONS & DRAGONS	4/7/81	1150407
15	ADVENTUREVISION	6/28/94	1842454
16	ALTERNITY	11/4/97	2111365
17	AMAZING	1/31/84	1265719
18	AMAZING ENGINE	1/4/94	1815467
19	ARCANE AGE	2/18/97	2039419
20	ARCANE AGE	3/11/97	2044695
21	BATTLESYSTEM	6/20/95	1900335
22	BATTLESYSTEM	6/22/93	1777993
23	BIRTHRIGHT	12/17/96	2024403
24	BIRTHRIGHT	12/31/96	2027587
25	BIRTHRIGHT	4/9/96	1967454
26	BLACKMOOR	10/6/87	1460043
27	BLOOD WARS	8/20/96	1995763
28	BOOT HILL	9/21/82	1209895
29	BUGHUNTERS	1/25/94	1818520
30	CARDMASTER	6/28/94	1842442
31	CHAINMAIL	8/5/97	2085748
32	CHAINMAIL	2/17/98	2137539
33	D&D	9/26/95	1922824
34	D&D	6/29/93	1779033
35	DARK SUN	4/20/93	1765844
36	DARK SUN	2/23/93	1754045
37	DARK SUN	7/5/94	1843734
38	DESCENT TO UNDERMOUNTAIN	11/17/98	2204244
39	Design only: Lady of Pain Logo	4/16/96	1968343
40	Design only: Lady of Pain Logo	11/14/95	1935621
41	DOUBLE DIAMOND TRIANGLE SAGA	5/26/98	2160997
42	DRAGON	3/29/83	1232720
43	DRAGON	6/20/95	1901305
44	DRAGON DICE	11/11/97	2112625
45	DRAGON DICE	7/13/82	1201299
46	DRAGON KNIGHTS	7/2/96	1984434
47	DRAGON MASTER	1/18/94	1817492

	Mark	Registration Date	Registration Number
48	DRAGON MOUNTAIN	4/23/96	1970145
49	DRAGON MOUNTAIN	6/21/94	1841414
50	DRAGON QUEST	11/9/93	1803052
51	DRAGON QUEST	6/8/93	1775345
52	DRAGON SLAYER	2/22/94	1823828
53	DRAGON STRIKE	8/16/94	1850372
54	DRAGON STRIKE	11/23/93	1806237
55	DRAGON STRIKE	8/9/94	1849638
56	DRAGON STRIKE	7/19/94	1846210
57	DRAGON STRIKE	6/28/94	1842270
58	DRAGON'S CROWN	5/3/94	1833928
59	DRAGONBYTE	1/28/97	2034302
60	DRAGONLANCE	4/13/93	1764036
61	DRAGONLANCE	5/14/85	1335455
62	DRAGONLANCE	12/15/92	1740009
63	DRAGONLANCE	2/11/86	1382312
64	DRAGONQUEST	4/5/83	1233507
65	DUNGEON	1/25/94	1818526
66	DUNGEON!	4/7/81	1150534
67	DUNGEON	2/16/88	1476795
68	DUNGEON CRAWL	3/11/97	2045134
69	DUNGEON MASTER DECKS	8/30/94	1852005
70	DUNGEON MASTER	1/4/94	1815460
71	DUNGEONS & DRAGONS	4/30/96	1971578
72	DUNGEONS & DRAGONS	1/18/94	1817440
73	DUNGEONS & DRAGONS	6/11/96	1979945
74	DUNGEONS & DRAGONS	7/6/93	1780021
75	DUNGEONS & DRAGONS	7/5/94	1843735
76	DUNGEONS & DRAGONS	6/6/78	1092786
77	DUNGEONS & DRAGONS	8/25/81	1166670
78	DUNGEONS & DRAGONS	6/6/78	1092828
79	DUNGEONS & DRAGONS	5/21/85	1337235
80	DUNGEONS & DRAGONS	8/3/82	1203674
81	ENDLESS QUEST	8/2/83	1247056
82	FANTASTIC ADVENTURES	9/5/95	1917265
83	FANTASY FOREST	1/24/84	1265120
84	FANTASY...TAKEN TO THE EDGE	1/16/96	1948642
85	FIEND FOLIO	7/27/82	1202698
86	FIFTH AGE	4/8/97	2051621
87	FIFTH AGE	3/11/97	2045133
88	FIRST QUEST	5/6/97	2059689
89	FIRST QUEST	12/26/95	1943700
90	FORGOTTEN REALMS	11/17/92	1733322
91	FORGOTTEN REALMS	11/20/90	1623650
92	GAMMA WORLD	9/14/82	1208721
93	GAMMA WORLD	6/20/95	1901201
94	GC (and design)	11/27/79	1127075
95	GEN CON	11/27/79	1127076
96	GEN CON GAME FAIR (and design)	5/14/96	1973625
97	GLANTRI	2/20/96	1958068
98	GREYHAWK	8/7/90	1609213
99	GREYHAWK	11/17/87	1465456

	Mark	Registration Date	Registration Number
100	HIGH ADVENTURE	5/10/94	1836287
101	HOLLOW WORLD	12/24/91	1669570
102	HYPERREALITY	7/18/95	1906645
103	KARAMEIKOS	8/8/95	1910246
104	MAGITECH	12/27/94	1870662
105	MAIL ORDER HOBBY SHOP (and design)	11/1/94	1861276
106	MENZOBERRANZAN	12/19/95	1942997
107	MENZOBERRANZAN	12/26/95	1944294
108	MONSTROUS ARCANA	3/11/97	2045108
109	MONSTROUS COMPENDIUM	6/22/93	1777865
110	MYSTARA	8/8/95	1910027
111	MYSTARA	1/17/95	1874751
112	ODYSSEY	10/28/97	2109642
113	ONE-ON-ONE	2/28/95	1881539
114	PLANE SCAPE (and design)	4/8/97	2050753
115	PLANESCAPE	7/9/96	1985052
116	PLANESCAPE (and design)	5/19/98	2158135
117	PLAYER'S OPTION	3/25/97	2048220
118	POLYHEDRON	4/23/91	1642074
119	RAVENLOFT	5/26/92	1689153
120	RAVENLOFT	12/13/94	1867707
121	RAVENLOFT	7/27/93	1784102
122	RED DRAGON OF KRYNN	2/15/94	1821483
123	RED STEEL	4/18/95	1890602
124	REVOLT ON ANTARES	3/16/82	1192218
125	RPGA	9/8/92	1714490
126	RPGA NETWORK (and design)	4/30/91	1643109
127	SAGA	3/16/82	1192219
128	SPELLFIRE	8/29/95	1915195
129	SPELLJAMMER	4/28/92	1684531
130	STAR DRIVE	11/3/98	2201755
131	STAR FRONTIERS	7/12/83	1245487
132	THE DRAGON'S DEN	12/14/93	1810906
133	THEY'VE INVADDED PLEASANTVILLE	3/2/82	1191264
134	TOMES	3/18/97	2046668
135	TOP SECRET	8/25/81	1166669
136	TSR	3/31/92	1681176
137	TSR (and design)	6/18/96	1980554
138	TSR, INC. (and design)	11/2/93	1802041
139	WILDSpace	5/28/96	1977020
140	WILDSpace	6/18/96	1981337

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made and entered into as of May 30, 1997 by and among Wizards of the Coast, Inc., a Washington corporation ("Wizards"), Lorraine Williams ("Williams") and Willard Martens ("Martens"), who are shareholders of the Company (collectively, the "Shareholders").

RECITALS

A. Williams and Martens own 2,000 shares and 475 shares, respectively, of Common Stock of TSR Inc., a Wisconsin corporation (the "Company") (the "Shares"). The Shares constitute 99.3% of the outstanding Common Stock of the Company (the "Company Common Stock").

B. The Company, the Shareholders and Wizards believe it advisable and in their respective best interests for Wizards to purchase the Shares from the Shareholders pursuant to the terms and subject to the conditions set forth herein.

C. It is the intention of the parties hereto that, upon consummation of the purchase and sale of the Shares pursuant to this Agreement, Wizards shall own all of the capital stock of the Company owned by the Shareholders.

AGREEMENT

In consideration of the terms hereof, the parties hereto agree as follows:

ARTICLE I - PURCHASE AND SALE OF STOCK

1.1 Sale and Purchase

Subject to the terms and conditions set forth in this Agreement, Wizards agrees to purchase the Shares from the Shareholders on the Closing Date (as defined below) and the Shareholders agree to sell, assign, transfer and deliver the Shares to Wizards on the Closing Date. The certificates representing the Shares shall be duly endorsed in blank, or accompanied by stock powers duly executed in blank, by the Shareholders transferring the same to Wizards with all necessary transfer tax and other revenue stamps affixed and canceled. Each Shareholder agrees to cure any deficiencies with respect to the endorsement of the certificates representing the Shares owned by the Shareholders or with respect to the stock power accompanying any such certificates.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

WIZARDS OF THE COAST, INC.

By:

Name: Peter D. Adkison, CEO

SHAREHOLDERS:

Name: Lorraine Williams

Name: Willard Martens

STOCK PURCHASE AGREEMENT

[23652-0011/SB971350.129]

TRADEMARK
REEL: 002199 FRAME: 0097

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WIZARDS OF THE COAST, INC.

By: _____
Name: _____

SHAREHOLDERS:


Name: Lorraine Williams


Name: Willard Martens